

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
Alexandria Division

Civil Action No. 1:23-cv-01771-LMB-WBP

TAREK EL-GHAZAWI, Ph.D., and  
THINKING LIGHTS, LLC, a Virginia  
limited liability company,

Plaintiffs,

vs.

OPTELLIGENCE, LLC, a Delaware  
limited liability company; VOLKER J.  
SORGER, Ph.D.; HAMID DALIR, Ph.D.;  
and BEHROUZ MOVAHHED NOURI,

Defendants.

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VIDEOTAPED DEPOSITION

OF

VOLKER J. SORGER, Ph.D.  
taken on behalf of the Plaintiffs  
pursuant to a Notice of Taking Deposition

DATE: Friday, August 2, 2024  
TIME: 9:32 a.m. to 4:17 p.m.  
PLACE: Scribe Associates, Inc.  
201 Southeast 2nd Avenue, Suite 207  
Gainesville, Florida  
REPORTER: Ingrid T. Cox, RPR  
Notary Public, State of  
Florida at Large

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1 APPEARANCES:

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15 Attorney for Defendants.

16 ALSO PRESENT:

17 TAREK EL-GHAZAWI, Ph.D.  
18 John LuBrant, Videographer  
19  
20  
21  
22  
23  
24  
25

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1 Thinking Lights concept before 2019"?

2 A. Can you repeat the question?

3 Q. Yes. Your answer said, "Dr. Sorger and  
4 El-Ghazawi developed the Thinking Lights concept before  
5 2019." It continues. And I'm asking what is the --  
6 what was the Thinking Lights concept you're referring  
7 to?

8 A. So the question was whether -- can you -- I need  
9 you to ask it one more time. Are you asking whether  
10 this statement is correct or incorrect or --

11 Q. No. I'm asking what is the meaning of this  
12 document where it says the two of you, Dr. Sorger and  
13 El-Ghazawi, developed the Thinking Lights concept? What  
14 was the Thinking Lights concept?

15 A. Ideas, brainstorming about a utilization of  
16 inventions. There was an idea or a concept of  
17 brainstorming activity about such possibility, yeah,  
18 that's what this refers to.

19 Q. Was the Thinking Lights concept limited only to  
20 ideas and brainstorming or did it progress beyond that  
21 at any point?

22 A. It did not progress beyond that point.

23 Q. Was there a company formed by you and Dr.  
24 El-Ghazawi called Thinking Lights, LLC?

25 A. On paper, yeah. It was formed, yeah.

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1 agreement.

2 Q. The last portion says, "the discussions did not  
3 get close to yielding a full agreement;" is that  
4 accurate, sir?

5 A. In my opinion, it is.

6 Q. Just in general do you recall ever being  
7 presented by George Washington University or its  
8 representatives with a set of documents for a  
9 relationship between Thinking Lights, LLC, and GW that  
10 were prepared for signing?

11 A. I do recall that offering, yeah.

12 Q. And that was after 2018, was it not?

13 A. It was.

14 Q. Sometime in 2020; is that right?

15 A. That is correct.

16 Q. One of the persons with whom the negotiations  
17 occurred was named Jerry, and excuse me if I don't  
18 pronounce his last name right, Comanescu; is that right?

19 A. He was employed at TCO, technology  
20 commercialization office, which was involved in this --  
21 in these negotiations.

22 Q. And it would be fair to say that he was one of  
23 the principal sources of contact for the discussion  
24 between the two of you with respect to Thinking Lights  
25 and GWU?

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1 presented in 2018, so let's start with 2018.

2 A. I think excited is a strong word. I was curious.

3 Q. Okay. Was part of the plan of Thinking Lights  
4 for you and Professor El-Ghazawi to go into business  
5 together?

6 A. That was a consideration.

7 Q. Isn't it fair to say that you formed the LLC  
8 together in order to have a legal entity to conduct  
9 research and other business?

10 A. We formed a legal entity.

11 Q. Well, then if I didn't describe it right, for  
12 what purpose did you form the legal entity, sir?

13 A. The brainstorming, the main idea and concept that  
14 were considered was to take a certain set of  
15 intellectual property and go about and monetize them and  
16 -- yeah.

17 Q. Do you have an objection to the use of the word  
18 commercialization as opposed to monetization?

19 A. No. Commercialization or monetization, either  
20 one is fine.

21 Q. So would it be fair to say that Thinking Lights  
22 would be an entity that would do something with the GW  
23 owned patents on which you were the inventors to  
24 commercialize them?

25 A. Well, but the question is what's that something.

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1 LLC. Do you recognize that to be the operating  
2 agreement?

3 A. It appears that way. I haven't read every word  
4 of it, but I believe so.

5 Q. And is there any doubt in your mind that the two  
6 of you actually signed that agreement?

7 A. I do recall signing this agreement --

8 Q. Okay.

9 A. -- jointly.

10 Q. Take as much time as you want, but does that  
11 agreement reflect anything about the development of  
12 patents to be licensed by GWU to Thinking Lights or to  
13 be sold by Thinking Lights?

14 A. Just for the record, I do not recall right now.  
15 I can read through it and if you would like to point me  
16 to a particular point --

17 Q. I can't. I'll represent for the record that  
18 there is nothing in there about licensing of patents.

19 A. Right, that sounds about right.

20 Q. Does that operating agreement reflect what you  
21 anticipated to be the business model or business plan  
22 for Thinking Lights?

23 A. This particular version does fall short of that.

24 Q. Were there -- I'm not aware there were later  
25 versions. Are you suggesting there were later versions

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1 of the operating agreement?

2 A. I'm not suggesting that.

3 Q. Okay. I didn't think that there were. Does that  
4 operating agreement include any attachment or exhibits  
5 listing patents that were going to be involved in the  
6 operation of that business, that is the patents we were  
7 discussing that you were attempting to negotiate a  
8 license from with GW?

9 A. Again, I need to read through this. I do not  
10 recall that it does.

11 Q. Okay. You do recall that there was a list of  
12 patents associated with some of the agreements proposed  
13 by GWU, correct?

14 A. Correct.

15 Q. I'm just curious. Did the operating agreement  
16 reflect any joint decision by you and Dr. El-Ghazawi to  
17 put any money into that company called Thinking Lights?

18 A. Did this document reflect --

19 Q. Yes.

20 A. -- us putting -- the document -- the document I  
21 don't think mentions any numbers or any cost  
22 contributions --

23 Q. And I think if you --

24 A. -- that I recall.

25 Q. If you look to the section near the end called

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1 capital contributions. It's the page -- page 14 of the  
2 document. It has the red Bates stamp number that ends  
3 in 069.

4 A. 14, yes.

5 Q. Exhibit A?

6 A. Yes.

7 Q. You'll see percentage interest is 50-50?

8 A. Uh-huh.

9 Q. So you were joint owners, equal owners?

10 A. Yes. We signed this document, correct.

11 Q. Yes. And under capital contribution there's  
12 nothing for either party. Did each of you put some  
13 money into Thinking Lights to pay for things like a  
14 domain name and office, bank account, et cetera?

15 A. We did.

16 Q. And an office was set up?

17 A. There was an office, yeah. Some form of office  
18 was paid for.

19 Q. And a domain was created and a website was at  
20 least starting to be developed?

21 A. That's correct.

22 Q. Were there any other members of Thinking Lights  
23 other than the two of you?

24 A. Not that I recall.

25 Q. Did Thinking Lights have a board of directors?

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1 business?

2 A. Possibly, but they also may not.

3 Q. Did you -- what was your understanding of your  
4 role in Thinking Lights then if you don't understand  
5 what manager means?

6 MR. LOMAS: Object to form.

7 THE WITNESS: I am the founder, a cofounder of  
8 the entity.

9 BY MR. MANISHIN:

10 Q. Okay. Anything else?

11 A. I guess partners may be another word for it.

12 Q. I'm sorry, what was the word?

13 A. Maybe partner is another word for it.

14 Q. Partner, okay. And in light of the 50-50  
15 division that we looked at before in this document you  
16 would be equal partners?

17 A. Naturally.

18 Q. I'm just curious, with regard to any of the  
19 little minor steps that we talked about, the bank  
20 account and the office and the website, did either or  
21 both of you contribute some money to that joint bank  
22 account to fund those activities?

23 A. Well, since I didn't have access to the account I  
24 wouldn't know other than the first time of instigating  
25 the account.

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1 Q. Did you provide money in some fashion to Thinking  
2 Lights to fund some of those activities?

3 A. Other than this initial step?

4 Q. I'm not sure you've told me what the initial step  
5 was, but please do.

6 A. Yeah. So when one creates an account the bank  
7 wants some minimum amount or some amount of funds in the  
8 account. And I recall we did put some money, I think it  
9 was -- I don't know how much it was. A few hundred  
10 dollars total or each or something on that order, less  
11 than a thousand each for sure. And we put that into the  
12 account. I do not recall putting anything else into the  
13 account for my side after that or having been asked for  
14 it either.

15 Q. Do you know whether Professor El-Ghazawi funded  
16 any of those activities through the account or otherwise  
17 after the initial investments?

18 A. I'm not aware of this. You can ask him.

19 Q. No. I was just asking if you knew.

20 A. I did not know.

21 Q. Your counsel asked him the other day.

22 MR. MANISHIN: We've been going for an hour and a  
23 half. It's time for a little break. Let's take 15  
24 minutes.

25 VIDEOGRAPHER: Time going off the record 11:04.

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1 agreement.

2 MR. LOMAS: Object to form.

3 BY MR. MANISHIN:

4 Q. That may be a paraphrase, but I think we can  
5 agree it's close. And pull out Exhibit 1 if you need to  
6 check. Would you agree that Plaintiffs' Exhibit 3 is a  
7 set of documents presented by George Washington  
8 University to Thinking Lights as a final agreement ready  
9 for signing?

10 A. I object to the word final, but it is a version  
11 that is considered by their side for signing, for  
12 signing by George Washington University. Obviously  
13 that's what the title implies.

14 Q. Did you object to the instructions to sign the  
15 documents that are included in this e-mail?

16 A. I do not. I did not.

17 Q. Did not. Did you sign any of the agreements?

18 A. I did not sign these agreements.

19 Q. Were you requested by Professor El-Ghazawi to  
20 sign the agreement?

21 A. I was not, not that I recall.

22 Q. Okay. Not orally and not in writing?

23 A. That is correct, not, neither.

24 Q. So in your recollection between the two of you  
25 what happened after you, Volker, and Tarek received

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1 BY MR. MANISHIN:

2 Q. Do you recall whether at the time you expressed  
3 any objections to terms or provisions of the various  
4 agreements presented by GW on or about March 1, 2020?

5 A. I don't recall presenting much objection to those  
6 documents. I did -- since we've yet again established  
7 that the operating agreement, this is something also  
8 Tarek shared just recently as well, was something on  
9 Legal Zoom, it was quick done just to have something  
10 because it was void of a proper structured agreement  
11 with activity stated with, in other words -- what's the  
12 word?

13 Q. It was incomplete?

14 A. It was incomplete and it was -- the diligence for  
15 a proper company was -- with that agreement was  
16 insufficient. I did raise that, I think, on March 5th,  
17 6th around timeframe. I raised that as something that  
18 we should be looking into and -- but no action was taken  
19 by Tarek to engage in that to look into this.

20 Q. I think you referenced the fact it was prepared  
21 via Legal Zoom. Neither you nor Tarek hired or the  
22 entity hired an attorney to work on these documents with  
23 you, did you?

24 A. That's correct.

25 Q. And so there was no attorney advising you on what

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1 the terms or provisions or contents of an operating  
2 agreement should be other than whatever you got from or  
3 through Legal Zoom?

4 A. Yes. And that was in 2019. So certainly I've  
5 had time to do that and at some point I raised that, but  
6 I did not get any response or feedback about it.

7 Q. But it wasn't done?

8 A. Elaborate.

9 Q. Supplementing the operating agreement for the  
10 provisions that you agreed were incomplete and you  
11 believed to be needed.

12 MR. LOMAS: Object to form.

13 THE WITNESS: Correct.

14 BY MR. LOMAS:

15 Q. Did you ever propose in writing supplementing or  
16 changing the operating agreement to make it complete?

17 A. I did on March 4th, 5th or March 6th.

18 Q. Was that in writing do you believe?

19 A. E-mail, in writing.

20 Q. I haven't seen a copy of that e-mail, but, again,  
21 subject to your attorney's objections, would you have a  
22 problem providing that to us?

23 A. I'm happy to oblige to provide that.

24 Q. Let's turn to Optelligence, LLC. I think we  
25 established before that you at least know the name of

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1     imagine that my client understands.

2             Did you inform Professor El-Ghazawi of your  
3     negotiations with GWU regarding the entity, regarding  
4     the concept that eventually became Optelligence?

5             MR. LOMAS: Object to form.

6             THE WITNESS: Again, we were in a situation where  
7     we were one and a half years into negotiations.  
8     Things went certainly not very -- you saw early  
9     excitement from -- certainly from GW.

10            In February of 2020 another entity showed up that  
11     wanted -- that had interest in patents that TL,  
12     Thinking Lights, contemplated. As I shared earlier,  
13     Tarek El-Ghazawi -- Tarek immediately responded to  
14     that and I did not. And then George Washington  
15     University reached out again for us to sign, as we've  
16     discussed, and I indeed was waiting for, you know, my  
17     lead negotiator and sort of strategist that also had  
18     some of the slides, tried to use that process to  
19     sign, et cetera. So that's where we were.

20            So what I noticed is I got three signals. I got  
21     a signal from George Washington University, look,  
22     we're really just lukewarm with this whole idea in  
23     the first place, one and a half years leading up to  
24     two years. I had a signal that George Washington  
25     University and my colleague and Thinking Lights is

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1       engaging with a third entity who is actually  
2       considering taking patents out of this portfolio and  
3       my colleague is engaging in that. I'm not initially  
4       for, what, ten days or so. I was a second ping that  
5       was needed.

6               So then we were both in the meetings. Meetings  
7       were held with the Canadian entity and things were  
8       discussed and there was -- there seemed to be a lot  
9       of excitement, and to my surprise Thinking Lights did  
10      not really -- wasn't really pursued. Again, Tarek  
11      did not -- kept negotiating for the entity whilst  
12      engaging with this other entity which clearly wanted  
13      some part of this portfolio.

14             So as I looked at all of this, I stepped back and  
15      said look, I'm -- GW at this point has apparently  
16      either given up entirely or at least for right now  
17      given up on this idea. And, as we said before, they  
18      are -- it's not a joint venture, but they were needed  
19      in order for this to -- for this company, for this  
20      business model to even be valid. And then the  
21      activity with another entity that had took now -- had  
22      interest in some of these patents, all of this  
23      essentially led to me I decided I move on.

24             MR. MANISHIN: Could you read back just my  
25      question, please?

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1 (The requested portion of the transcript was read  
2 by the court reporter.)

3 MR. LOMAS: Object to form.

4 BY MR. MANISHIN:

5 Q. So I will restate the question.

6 Did you tell Professor El-Ghazawi of your  
7 negotiations with GWU regarding what eventually became  
8 an entity called Optelligence, LLC?

9 MR. LOMAS: Object to the form, foundation.

10 MR. MANISHIN: Excuse me?

11 MR. LOMAS: Object to form and foundation.

12 MR. MANISHIN: Okay.

13 THE WITNESS: I became aware in an e-mail that  
14 Tarek shared in September 2020 that --

15 BY MR. MANISHIN:

16 Q. That's later. I've just asked you did you inform  
17 him? Simple question, did you tell him?

18 MR. LOMAS: Object to form.

19 THE WITNESS: I -- about the incorporation of  
20 Optelligence?

21 BY MR. MANISHIN:

22 Q. The whole idea about Optelligence, whatever the  
23 idea was that became Optelligence, did you tell him?  
24 Did you tell him you were abandoning Thinking Lights and  
25 going separately?



1           A. It's my understanding that the -- there was an  
2   e-mail that George Washington University wrote to us on  
3   May where they shared their results again of this  
4   three-months period from February 5th to, again, that  
5   was done May 5th, and during this timeframe they then  
6   eventually summarized what they had decided to do with  
7   their ownership patents for this particular patent and  
8   they in that e-mail then was also -- or were questioning  
9   what we should do with those patents that are in the  
10  portfolio remaining.

11          Q. Okay. So you're unable to tell me yes or no?

12               MR. LOMAS: Object to form.

13               THE WITNESS: So I don't recall specifically  
14   mentioning Optelligence in -- I guess you seem to be  
15   focused on a certain timeframe during which you're --

16  BY MR. MANISHIN:

17          Q. I didn't give a timeframe. Did you ever tell  
18  him?

19               MR. LOMAS: Object to form.

20               THE WITNESS: I don't recall when.

21  BY MR. MANISHIN:

22          Q. Okay. Are you saying you did, but you just don't  
23   remember when or something else? Let me withdraw the  
24   question.

25               Isn't it a fact, sir, that you entirely kept your

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1 negotiations with GWU about your separate venture secret  
2 from Professor El-Ghazawi?

3 A. As I shared, I moved on personally based on the  
4 signals that I saw from GW and from Tarek and from Tarek  
5 and GW interacting with a third entity that had the same  
6 idea with Thinking Lights. So I moved on from that  
7 activity.

8 Q. So the answer to my question is yes, is it not?

9 A. No, it's not. That implies intent. Your  
10 question implied intent. That was not my intent.

11 Q. If your intent was not to keep it secret why  
12 didn't you tell him?

13 A. Why should I?

14 Q. Do you feel you had an obligation to your coequal  
15 50-percent partner in Thinking Lights to tell him that  
16 you had abandoned that venture and were going separately  
17 on something else?

18 A. The negotiation with Tandem Launch and the not  
19 stepping up intervening or inter -- the fact that Tarek  
20 did -- as a lead negotiator did not intervene. He  
21 engaged in these discussions in the first place. And  
22 the fact that George Washington University -- everyone  
23 seemed to be interested in something else.

24 Q. I see.

25 A. And -- which is their right. That's fine and

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1     yeah.

2           Q.   The details aren't relevant, but you basically --  
3     you weren't going under the standard patent policy?

4           A.   Correct.

5           Q.   You were doing something else, a new model?

6           A.   Yes.

7           Q.   Okay.  Can you explain to me why if Tandem Launch  
8     was such an impediment to Thinking Lights starting in  
9     February, on March 1, 2020, GW, through Jerry C., would  
10    have presented the final documents for signing?

11          A.   I don't know what GW was thinking.

12          Q.   Okay.  Let's turn to Exhibit 12 then.  This is an  
13    e-mail dated May 4th from, again, Jerry Comanescu to the  
14    two of you, Tarek El-Ghazawi and Volker Sorger.  Hi,  
15    Tarek and Volker.  Pleasantries, et cetera.  Is it fair  
16    to describe this e-mail as the one that you were talking  
17    about?  Excuse me, I withdraw the question.

18               Does this e-mail reflect your explanation before  
19    about GW's desire to move in a different direction and  
20    divide the portfolio into separate segments?

21          A.   I do not read the word desire in here.  I mean,  
22    we can read it together, okay?  A resolution to the  
23    above-mentioned issues, which is essentially the fact  
24    that GW -- the first two paragraphs, if I recall, and  
25    I'm skimming them over, summarizes verbiage to the

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1 was formed; is that right?

2 A. It is a year later after Optelligence licensed --  
3 entered into the agreement with GW.

4 Q. Yeah, I'm sorry. I used formation. I was  
5 referencing February 2021 when the agreement with GW was  
6 reached. Do you have a copy of that agreement, by the  
7 way?

8 A. I do have a copy of this agreement.

9 Q. And do you have it electronically somewhere on a  
10 laptop or a cloud server or something like that?

11 A. Supposedly.

12 Q. Okay. Does Optelligence have the right to  
13 transfer any of the -- to license or transfer any of the  
14 patents for which it reached agreement with George  
15 Washington University?

16 A. I need to look into the agreement, but I believe  
17 sublicensing was an option with certain stipulations  
18 probably. But as a general term I believe it was an  
19 option.

20 Q. And does George Washington University have an  
21 equity interest in Optelligence, LLC?

22 A. It -- that agreement stated a share for George  
23 Washington University.

24 Q. Do you know what that share was?

25 A. Five percent.

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1 five percent George Washington University, it was -- I  
2 believe that was the case. 30 percent to Hamid Dalir,  
3 and 30 percent Behrouz Nouri, and the remaining part was  
4 with me.

5 Q. You had 35?

6 A. 35.

7 Q. Okay. So you had the largest share of the equity  
8 in that company?

9 A. Uh-huh.

10 Q. Which is fair because it was your idea?

11 A. I'm not sure whether it's fair, but that was the  
12 fact.

13 Q. Okay. Well, I would assume you did not want to  
14 enter into an agreement with other equity holders of the  
15 company that was unfair?

16 A. Fair is an interesting term.

17 Q. Okay. Were those individuals you mentioned,  
18 Hamid Dalir and Behrouz Movahhed Nouri, for the  
19 reporter's benefit we'll give you the spellings later,  
20 were those individuals part of the company when it was  
21 formed?

22 A. No.

23 Q. Were they part of the company before the  
24 agreement with George Washington University was entered  
25 into in February of 2021?

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1       A. Yes, if barely. I need to look exactly the  
2       timing. Maybe by a month or two, give or take.

3       Q. Briefly describe the background of your  
4       relationship with Hamid Dalir, please, including whether  
5       you worked with him in connection with any other  
6       companies.

7       A. Hamid -- at the George Washington University we  
8       had the subcontract, meaning George Washington  
9       University was a subcontract to an SBIR -- or STTR grant  
10      or SBIR, I don't remember, when he was in a Texas  
11      entity, in Texas SME, small and medium enterprise.

12           COURT REPORTER: I'm sorry, say that again.

13           THE WITNESS: He was -- he had -- we had -- so  
14      the relationship was to have -- that we had in an R&D  
15      research (inaudible) for an entity that he was with.  
16      The entity was a small and medium enterprise in  
17      Texas.

18   BY MR. MANISHIN:

19      Q. Do you recall the name of that entity, sir?

20      A. Omega Optics, Incorporated.

21      Q. And I believe we've discussed before that Mr.  
22      Dalir was affiliated with GWU and I've forgotten whether  
23      he was a student or a graduate student or employee, but  
24      he was with the university when both you and Tarek were  
25      there?

1           A.   Yes.   I mean, right, yeah.   I was there, Tarek  
2   was there, and then he came and departed.

3           Q.   Was Mr. Dalir an investor in Optelligence in any  
4   way?

5           A.   I wouldn't characterize him as such.

6           Q.   The other person you mentioned, last name Nouri,  
7   N-O-U-R-I, was Mr. Nouri an investor in Optelligence in  
8   any way?

9           A.   Yeah, that's a -- that's a question I don't even  
10   know the answer myself to really.

11          Q.   Okay.   It seems pretty straightforward.   Did he  
12   contribute money to the company in exchange for stock or  
13   shares or options or anything like that?

14          A.   And the answer is no.

15          Q.   Okay.   Did Optelligence, LLC, raise money from  
16   third-party investors?

17          A.   They did.   A single investor.

18          Q.   Was that investor Francis Conti of MDD  
19   Investments?

20          A.   Yes.

21          Q.   Is that an Austin based company?

22          A.   I believe so.

23          Q.   And Optelligence is based in Austin, correct?

24          A.   No.

25          Q.   I recognize that there was a Maryland location,

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1 but is the company's headquarters officially in Austin,  
2 Texas?

3 A. Well, it's incorporated in Delaware. It operated  
4 -- initially when I just formed it essentially out of my  
5 own house and then it operated out of the Maryland  
6 location. I do not know where they're operating since  
7 the last 12 or 18 months, if that's Austin now or not.

8 Q. Why is that?

9 A. Well, I'm not very much involved with the entity.  
10 In fact, I'm not a manager or director since 2022. So I  
11 don't know at what point or how they would characterize  
12 their headquarters. We would need to ask them.

13 Q. Okay. Because of your action I'm not sure what  
14 you said. I just want to make clear. You haven't been  
15 a director or an officer of that company since when?

16 A. September of 2022.

17 Q. September 2022. What happened in September 2022,  
18 sir?

19 A. Well, in September 2022 they executed a fiduciary  
20 act.

21 Q. A what? Fiduciary?

22 A. Fiduciary act. Thank you. And as such I was  
23 just a member, not a director or manager or  
24 decisionmaker in the entity.

25 Q. Did you retain your equity interest in the

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1 entity?

2 A. I did not.

3 Q. Okay. And you said it was a fiduciary act, is  
4 that how you -- what you called it?

5 A. I believe that's the legal term for that.

6 Q. I don't know. That's why I'm asking.

7 A. Yes.

8 Q. And I'm not asking for your legal opinion. Okay.  
9 Can you briefly tell me what precipitated that change?

10 A. Well, the -- what precipitated for them was to --  
11 the possibility -- or not even possibility. Let me use  
12 a different word. The -- for raising the, in this case,  
13 potential of a claim by Tarek on the entity, on  
14 Optelligence.

15 Q. Okay. Now, correct me if I'm wrong, but my  
16 recollection is that this lawsuit was filed in December  
17 of 2023. Is that consistent with your recollection?

18 A. Yeah, yes.

19 Q. And I remember writing a demand letter, I think  
20 it was addressed to you personally, I don't recall  
21 specifically, and that was sometime around Thanksgiving  
22 of 2023. Is that generally accurate?

23 A. Yes.

24 Q. Okay. How did you become aware of a claim by  
25 Tarek that you referred to in 2022?

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1       A. Well, I remember us sitting down and having lunch  
2 or dinner and they were -- there was discussions about  
3 -- well, how did it go. I think we had -- okay. We  
4 still had joint intellectual property with the George  
5 Washington University.

6       Q. Who's the we there?

7       A. Tarek and myself. Which had lain dormant. And  
8 the question of what to -- or if and what to do with  
9 those were -- so the potential came up between the two  
10 of us and were brought to the table. And then Tarek --  
11 and that led to -- it essentially led into this behavior  
12 of these two other -- of Hamid and of Dalir and Nouri in  
13 taking this action.

14       Q. Is it wrong to say that you were squeezed out of  
15 the company?

16       A. I don't know if squeezed out is the right phrase,  
17 but -- well, certainly with that the powers and the  
18 operation for that matter are very shifted in the  
19 entity.

20       Q. So I think, as you described the percentages,  
21 Dalir and Nouri controlled 60 percent of the company,  
22 which is a majority. Is it your recollection under the  
23 bylaws or whatever that a majority could oust an officer  
24 and director?

25       A. I would need to look into the bylaws.

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1 gentleman on the left, I don't know who he is.

2 Q. That suggests to me that that photograph was not  
3 taken at the September 6th meeting of Ben, Hamid,  
4 yourself and Tarek?

5 A. I do not recall being in this moment.

6 Q. Okay. There's another photograph following the  
7 page that you had initially looked at, the following  
8 page 378 of you shaking hands with Tarek. Do you  
9 recognize yourself and Tarek in that photograph?

10 A. Yes.

11 Q. Was that photograph taken on or about the meeting  
12 referenced in the minutes?

13 A. Let me check whether this refers to minutes, but  
14 it might.

15 Q. If you don't know, you don't know.

16 A. I do remember the meeting for sure obviously,  
17 yes.

18 Q. Do you remember shaking hands at the end of the  
19 meeting?

20 A. I do remember, yeah.

21 Q. Okay. And what did you shake hands on?

22 A. That wasn't clear when we shook hands, I guess.  
23 We discussed -- I can share what we discussed. We  
24 discussed shares in Optelligence and those shares, I  
25 think, was what we shook hands on. And then after we

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1     shook hands -- do you want to confer with your client  
2     or --

3         Q.   No.  I'm able to listen with one ear.

4         A.   So, yeah, we shook hands on a share portion of  
5     Tarek.  That's how I remember it.

6         Q.   Okay.  On page one there appears to be a summary  
7     and it refers to -- under the line it says Volker 4/2020  
8     OP 10/2020 Ben joined.  Ben is Behrouz Movahhed Nouri?

9         A.   I guess.

10        Q.   And 11/2020 Hamid joined.  Does that help refresh  
11    your recollection of when those individuals joined you  
12    in Optelligence?

13        A.   No, that doesn't make sense.  No, that's  
14    definitely factually incorrect because Hamid joined  
15    first.  Hamid introduced Behrouz, Ben, so it cannot be  
16    this way around at all.

17        Q.   So that's a mistake?

18        A.   It got switched or --

19        Q.   It says Optelligence 4/2020.  Is that accurate,  
20    is that when you formed the company, April of 2020?

21        A.   I think it was March 2020.

22        Q.   Oh, okay.  So was it before or after March 1,  
23    2020, when Jerry sent those agreements for signature?

24        A.   It was after.

25        Q.   And if you look at page two of the minutes, which

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1 is stamped 369, it summarized and says, "Volker  
2 consented to transfer ten percent of his shares from his  
3 total 35 percent to Tarek at no cost retroactive. And  
4 Tarek El-Ghazawi will lose the right to sue Optelligence  
5 and Volker Sorger as a result."

6 Did you reach agreement with Tarek and the other  
7 two individuals at the meeting to transfer ten percent  
8 of the shares to Tarek as a settlement of the claim?

9 MR. LOMAS: Object to form.

10 THE WITNESS: Well, exactly. First of all, it  
11 was not established that there was a claim or there  
12 even is today a claim. So -- but in -- the fact is  
13 we did enter in discussions about how to build a  
14 joint business. So that happened.

15 And now if use the word settle, we discussed in  
16 that meeting the ten percent, as we said earlier  
17 already, and now that's -- so that's something we  
18 reached in that meeting as a number that we were  
19 contemplating, yeah.

20 BY MR. MANISHIN:

21 Q. So I was wrong in characterizing it as a  
22 settlement meeting?

23 MR. LOMAS: Object to form.

24 THE WITNESS: Possibly, yes.

25

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1 BY MR. MANISHIN:

2 Q. I thought you objected to my use of the word  
3 settlement.

4 MR. LOMAS: Object to form.

5 THE WITNESS: Yes, exactly.

6 MR. LOMAS: Was that a question?

7 BY MR. MANISHIN:

8 Q. Did you disagree with my characterization of  
9 this, my question of whether this was a settlement  
10 meeting?

11 A. I do disagree with this because it's not  
12 established that there is a claim.

13 Q. Okay. Was there a lawyer advising the three of  
14 you from the Optelligence side with regard to the  
15 meeting that occurred on September 6, 2022? I just  
16 asked whether there was a lawyer advising you.

17 A. Not that I'm aware of. I do not know whether a  
18 lawyer was advising the other two gentlemen.

19 Q. Do you know who drafted the minutes?

20 A. I do not recall. Possibly Hamid or Ben.

21 Q. Am I correct in my assumption that these minutes  
22 were not drafted by a lawyer for the company?

23 A. That is -- that's correct.

24 Q. Okay. Was an individual named Peter Weinstein  
25 acting as the lawyer for Optelligence as of September 6,

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1 2022?

2 A. I do not remember. He at some point became an  
3 attorney for the entity as it appears. When that  
4 happened exactly, we need to look. I honestly don't  
5 recall at what point he became. It would be  
6 speculation.

7 Q. Is it your recollection that the reference on  
8 page two stamped 371 that you consented to transfer ten  
9 percent of your shares to Tarek, is that inaccurate?

10 A. No, it's not inaccurate.

11 Q. And is that what you shook hands on?

12 A. That's my recollection.

13 Q. Did you renege on that agreement the next day?

14 A. I didn't hear the question.

15 Q. Did you renege on that agreement the next day?

16 A. Renege means denounce?

17 Q. Did you follow through on the handshake and  
18 present an agreement for Tarek to take ten percent of  
19 your shares, ten percent of the shares?

20 A. Well, that was the intent that we reached.

21 Q. Yes?

22 A. Yes.

23 Q. And was that offered to him by the company or by  
24 you?

25 A. That's my understanding of the handshake we took.

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1 Q. Okay. You also said that you had a net loss from  
2 your participation in Optelligence and we talked about  
3 the distributions which you characterized as about  
4 \$180,000; is that a fair summary?

5 A. Uh-huh.

6 Q. What were the negative parts that caused it to be  
7 a net loss?

8 A. Well, again, I think I even earlier also  
9 mentioned the question is what do we include or exclude  
10 into this entire operation. For one, I made a capital  
11 contribution to the entity of \$75,000 in cash. That  
12 directly goes off. And then --

13 Q. I'm sorry, that --

14 A. I made a capital contribution to the entity of  
15 \$75,000.

16 Q. That?

17 A. Went from my bank account to the company.

18 Q. Okay.

19 A. Again, mentally subtract from the 182,000, right.

20 Q. And that capital contribution was not returned to  
21 you?

22 A. Correct.

23 Q. Okay. What were the other negative elements?

24 A. Well, all of this activity and legal fees.

25 Q. Legal fees. Is it correct that you've agreed to

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1 pay the legal fees of Hamid Dalir and Behrouz Movahhed  
2 Nouri in connection with this lawsuit?

3 A. That is an incorrect statement.

4 Q. Okay. Can you correct the statement?

5 A. Let's see how exactly was it worded. Do we have  
6 a copy of that agreement?

7 Q. I'm not asking for the technical terms. I just  
8 want to know what's the nature of any financial  
9 relationship between you and the now dismissed two  
10 individual defendants, Dalir or Nouri, financially.

11 A. What is the relationship between me and these two  
12 other individuals relating to this case?

13 Q. Yes, sir.

14 A. The answer must be TBD, to be determined.

15 Q. Okay. I will represent for the record that I've  
16 informed counsel for Optelligence, which is as of now  
17 Peter Weinstein, that I intend to take a deposition of  
18 the corporation. Under the federal rules for civil  
19 procedure a deposition of corporation is represented by  
20 a corporate designee. Mr. Weinstein has said that you  
21 have to be the corporate designee because it is your  
22 company. Does that make any sense to you?

23 A. No.

24 Q. Is Optelligence still in existence, to your  
25 knowledge?

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1 copy of the agreement between Optelligence and MDD?

2 A. I do.

3 MR. LOMAS: And I just want to make one comment  
4 on the record. We need to review -- a couple of  
5 those documents may have confidentiality provisions.  
6 And so I just ask that the testimony about any of  
7 that right now just be kept confidential between the  
8 parties until we can confirm if we have any  
9 obligation to notify the other party about it.

10 MR. MANISHIN: Okay. And I'll state for the  
11 record we told the court that if we needed to enter  
12 into a protective order we would do that. And so --

13 MR. LOMAS: Yeah, yeah. I don't foresee an  
14 issue. I just was wanting to let you know just to  
15 protect it before we got the transcript out.

16 BY MR. MANISHIN:

17 Q. And I'll just ask as a formality, subject to your  
18 counsel's objection, would you personally have a problem  
19 producing a copy of that MDD agreement to us?

20 A. Personally I do not, but, again, there are  
21 multiple parties and we would -- I mean, if that's what  
22 it meant -- if all other parties agree that could be --  
23 that could be put forward.

24 Q. But you personally don't have a problem with it?

25 A. I would personally not have a problem with it.

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1 Identification.)

2 BY MR. MANISHIN:

3 Q. I've given you what's been marked as Plaintiffs'  
4 Exhibit 16, which I'll state for the record is a  
5 reproduction of two JPEG files attached to WhatsApp  
6 messages. I don't know and it's not clear from the  
7 excerpts which WhatsApp messages that they were attached  
8 to, but I'd like you to look at them and tell me whether  
9 you recognize either or both of those excerpts.

10 A. I do recognize them.

11 Q. Okay. Let's take the second one first. It looks  
12 like it's a paragraph numbered 24 that states, "Sorger  
13 hereby assumes exclusive responsibility for any matters  
14 related to Tarek El-Ghazawi."

15 Can you tell me the nature of whatever agreement  
16 or contract that excerpt is from?

17 A. That contract is the third agreement -- well, the  
18 first agreement with -- it went to our presale  
19 contracts, so the first agreement with MDD.

20 Q. And approximately when was that again? I  
21 apologize if you already told me that.

22 A. It was November 2023.

23 Q. November of 2023. Okay. And the top one that  
24 has a number of strikeouts which appears to relate to  
25 Mr. Hamid Dalir contemplating returning his interest in

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1 Optelligence in exchange for something, you said you  
2 recognize that. Can you describe the nature of that  
3 agreement, if you recall?

4 A. You mean of that paragraph, with paragraph eight  
5 within that agreement?

6 Q. Yes, the nature of the agreement from which that  
7 is apparently excerpted.

8 A. Well, again, that agreement was a general  
9 agreement between Optelligence and MDD to reconcile  
10 failed deliverables on presale contracts.

11 Q. So am I understanding you to say that the  
12 paragraphs marked 8 and 24 you believe to have been from  
13 the same agreement?

14 A. I believe so.

15 Q. Okay. Do you have a copy of either of those  
16 agreements -- of that agreement?

17 A. If that is that agreement I do have a copy.

18 MR. MANISHIN: Plaintiffs' Exhibit 17.

19 (Plaintiffs' Exhibit Number 17 was marked for  
20 Identification.)

21 BY MR. MANISHIN:

22 Q. Plaintiffs' Exhibit 17 is a document entitled  
23 Board Meeting and Agreement. Do you recognize that  
24 document, sir?

25 A. I do.

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1 mine and mine alone obviously because I had to do so.

2 But it was also a question of business climate and just  
3 partnership and also seeing whether the entity is  
4 functional or not, so...

5 Q. And I think I can conclude with this question.  
6 To what extent, if at all, is it your understanding that  
7 Optelligence is or is not functional today?

8 A. Yeah. Well, it's certainly fair to say, from my  
9 perspective at least, that the company is not very  
10 functional. But, again, I don't know where -- I have  
11 very little to no insight into what they are doing or  
12 Nouri, even unclear -- yeah. It sounds to me the best  
13 suggestion would be to wind up the entity.

14 Q. What was the ultimate disposition, if any, of the  
15 35 percent interest in Optelligence, LLC, that you had,  
16 you owned, as a founder?

17 A. By disposition can you explain that word?

18 Q. Yes. Do you still own it or does someone else  
19 own it and how did that happen?

20 A. So who would own the 35 percent if I would not  
21 own them anymore is the question?

22 Q. Let me break it down. Do you still own  
23 35 percent of Optelligence, LLC?

24 A. This very second I do -- no. I own 30 percent.

25 Q. 30 percent. And can you tell me what happened to

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1 change your interest from 35 percent to 30 percent and  
2 when that happened? That's compound. What happened to  
3 change your interest from 35 percent to 30?

4 A. That's the MDD agreement from last year.

5 Q. And that's the one that we looked at the excerpts  
6 from. Okay.

7 Since you were removed as a director and officer  
8 of the company have you received any further dividends  
9 or other distribution of cash or any value from  
10 Optelligence, LLC?

11 A. We had -- I think we had a contract that was  
12 still going on and -- a government federal contract, and  
13 I did receive for -- let's see, that was 2022. I was  
14 receiving for a few months, I think until April or so,  
15 2023, or maybe March some -- honestly, I need to check  
16 when exactly. There was some, again, parts that when  
17 the contract was still -- I wasn't performing on that  
18 and then something came from that. But in about, yeah,  
19 early springtime 2023 anything ceased to come my way  
20 from --

21 Q. I'm not using this term in any legal or technical  
22 sense, but would it be fair to characterize that  
23 compensation that you referred to from a government  
24 contract as sort of a commission?

25 A. Commission, commission. No, no. I mean,

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